

**FILED**  
**United States Court of Appeals**  
**Tenth Circuit**

**UNITED STATES COURT OF APPEALS**  
**FOR THE TENTH CIRCUIT**

**August 18, 2023**

**Christopher M. Wolpert**  
**Clerk of Court**

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UNITED STATES OF AMERICA,

Plaintiff - Appellee,

v.

ANNIN DAMIAN SOLDIERWOLF,

Defendant - Appellant.

No. 23-8031  
(D.C. No. 1:22-CR-00010-NDF-1)  
(D. Wyo.)

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**ORDER AND JUDGMENT\***

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Before **TYMKOVICH, MATHESON, and BACHARACH**, Circuit Judges.

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Following his acceptance of a plea agreement that included a waiver of his right to appeal, Annin Damian Soldierwolf pleaded guilty to aggravated sexual abuse in violation of 18 U.S.C. §§ 2241(c), 2246(2)(c), and 1153, and abusive sexual contact in violation of §§ 2244(b) & (c), 2246(3), and 1153. He was sentenced to 125 months in prison. Despite his waiver, Mr. Soldierwolf filed an appeal. The government has moved to enforce the appeal waiver. *See United States v. Hahn*, 359 F.3d 1315, 1328 (10th Cir. 2004) (en banc) (per curiam).

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\* This order and judgment is not binding precedent, except under the doctrines of law of the case, res judicata, and collateral estoppel. It may be cited, however, for its persuasive value consistent with Fed. R. App. P. 32.1 and 10th Cir. R. 32.1.

In evaluating a motion to enforce an appellate waiver, we consider:

“(1) whether the disputed appeal falls within the scope of the waiver of appellate rights; (2) whether the defendant knowingly and voluntarily waived his appellate rights; and (3) whether enforcing the waiver would result in a miscarriage of justice.”

*Id.* at 1325. Mr. Soldierwolf’s counsel has filed a response conceding the enforceability of the waiver and withdrawing Mr. Soldierwolf’s opposition to the government’s motion.

Our independent review confirms that Mr. Soldierwolf’s appeal waiver is enforceable. The issue he seeks to raise—the district court’s restitution order—is within the scope of the waiver because Mr. Soldierwolf waived “any right to appeal any matter in connection with . . . the components of his sentence.” Mot. to Enforce, Attach. 1, at 7. The plea agreement also clearly sets forth the appeal waiver and states that it was knowing and voluntary, and the district court confirmed Mr. Soldierwolf’s understanding of his appeal waiver during his change of plea hearing. Moreover, we see no evidence contradicting Mr. Soldierwolf’s knowing and voluntary acceptance of the appeal waiver. Finally, there is no indication that enforcing the waiver would result in a miscarriage of justice as defined in *Hahn*, 359 F.3d at 1327.

The motion to enforce is granted and this matter is dismissed.

Entered for the Court  
Per Curiam